

**IN THE HIGH COURT OF UTTARANCHAL
AT NAINITAL**

Writ Petition No. 249 (M/B) 2002

Mohd. Sakeer

..Petitioner

Versus

State of Uttaranchal
Through Tehsildar Kashipur
District Udham Singh Nagar
& another

... Respondents

Sri K.N. Joshi learned counsel for the petitioner
Learned Standing Counsel for the State

**Coram : Hon'ble Rajesh Tandon, J
 Hon'ble B.C. Kandapl, J**

Oral Judgment [Per Hon'ble Rajesh Tandon, J.

By the present writ petition, the petitioner has prayed for the issue of a writ, order or direction in the nature of certiorari quashing the recovery citation dated 14.05.2002 issued by the respondent No. 1.

Briefly stated a loan as taken by the petitioner from the Oriental Bank of Commerce, Kashipur for a sum of Rs. 70,000/- (Rupees seventy thousand only) on 03.05.1999 for establishing a shop at Haridwar. The petitioner was granted the loan by the respondent No. 2. According to his case certain installments were paid to the extent of Rs. 16000/- before the respondent No. 2. However, he could not deposit the rest of the amount and as such the recovery citation was issued by the Tehsildar on 14.05.2002 for the recovery of Rs. 92,435/- along with interest.

On 24.05.2002 following order was passed by the Division Bench of this Court:-

“Learned C.S.C. has accepted notice on behalf of the respondent no. 1, who prays for and allowed three weeks time to file counter affidavit. List thereafter. Issue notice to the respondent no. 2.

In the meanwhile, it is provided that in case, the petitioner deposits the entire due against him in four quarterly instalments, the recovery proceedings shall remain stayed. Out of the four instalment, first three instalments shall be of equal amount and the last one shall carry the balance amount alongwith upto date interest. The amount already deposited in the bank shall be adjusted against the loan to be paid.”

The petitioner has submitted that due to illness and financial problem, he could not deposit the entire amount as directed by this Court earlier. The relevant grounds are quoted below:-

“The due to illness and financial problem the petitioner could not deposited the first instalment within time as directed by this Hon’ble Court, now the petitioner is ready to deposit the first instalment, but the Bank is not ready to deposited/accepted that amount. It is expedient in the interest of justice that this Hon’ble Court may be pleased to grant the some reasonable time to the petitioner for depositing the first instalment.”

In the case of **Central Bank of India Vs. Ravindra and others, AIR 2001 SC 3095** the Apex Court has observed:-

“Statement of accounts supplied by banks to borrowers many a times do not contained particulars or details of debit entries and when written in hand are worse than medical prescriptions putting to test the eyes

and wits of the borrowers. Instances of unscrupulous, unfair and unhealthy dealings can be multiplied though they cannot be generalized.”

Therefore, we are of the opinion that the Bank authorities will furnish the account to the petitioner on production of certified copy of this order.

So far as the payment of amount is concerned, the petitioner is not challenging the recovery proceedings. However, the said plea is also not available.

The petitioner has prayed that he being a small shopkeeper, if the amount is realized by him through easy instalments, it will serve the purpose of the Bank and will also give relief to the petitioner who is a small shopkeeper.

In our opinion, if the petitioner pays the amount in four equal quarterly instalments, the interest of the Bank shall be fully protected.

The entire outstanding loan amount, therefore, shall be recovered in four equal instalments. The first instalment will be paid in the month i.e. by 15.12.2004 thereafter rest of the amount shall be deposited in three equal quarterly instalments. The amount of interest will be paid in the last instalment along with recovery charges.

In view of the above observations, the writ petition is disposed of accordingly.

(B.C. Kandpal, J.)

(Rajesh Tandon, J.)

01.11.2004
ASWAL

